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9 *And MinnWest Bank.*

10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF ARIZONA**

12 Sunlight Logistics, Inc. and
13 MinnWest Bank,

14 Plaintiffs,

15 v.
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17 Murphy's Towing and Automotive Services,
18 LLC,

19 Defendant.
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Case No.

COMPLAINT

21 Plaintiff Sunlight Logistics, Inc. ("Sunlight") and ("MinnWest") (collectively, the
22 "Plaintiffs") state and allege claims against Murphy's Towing and Automotive Services,
23 LLC ("Defendant") as follows:

24 **PARTIES, JURISDICTION, AND VENUE**

25 1. Sunlight is a corporation organized under the laws of the State of Minnesota
26 with its principal place of business located in 4230 Pine Bend Trail, Rosemount, MN 55068.

27 2. MinnWest is a Minnesota bank with a principal place of business located at
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1 300 South Washington St. P.O. Box 439 Redwood Falls, MN 56283-0439 and a local office
2 located at 14820 Highway 7, Minnetonka MN 55345.

3 3. Defendant is a limited liability company organized under the laws of the
4 State of Arizona with a principal place of business located at 1195 West Old Hwy 66, Ash
5 Fork, AZ 86320.

6 4. This Court has diversity jurisdiction under 28 U.S.C. § 1332, as there is
7 complete diversity as Plaintiffs and Defendant are citizens of different states, and the amount
8 in controversy exceeds \$75,000.

9 5. Venue of this Court is proper as the actions leading to this Complaint
10 occurred in the state of Arizona.

11 **FACTS**

12 6. MinnWest is the owner of the following: 2021 Freightliner Cascadia Semi
13 Truck (VIN 3AKJHHDRXMSMX5158) (the “Vehicle”).

14 7. The State of Minnesota issued a certificate of title for motor vehicles for the
15 Vehicle on January 24, 2021. A true and correct copy of the State of Minnesota Certificate
16 of title for the Vehicle is attached hereto as Exhibit “A”.

17 8. On or about March 1, 2019, MinnWest leased the Vehicle to Sunlight
18 pursuant to a Lease Agreement. Sunlight accepted possession of the Vehicle pursuant to a
19 delivery and acceptance certificate (the “Acceptance”). A true and correct copy of the
20 Acceptance is attached hereto as Exhibit “B”.

21 9. On March 14, 2021, Defendant towed the Vehicle to its yard after it was
22 involved in a motor vehicle accident.

23 10. In March 2021, Defendant accepted payment in the amount of \$4,721 for the
24 towing and storage charges incurred relating to the Vehicle.

25 11. On February 25, 2022, Sunlight contacted Defendant to retrieve the Vehicle.

26 12. In response, Defendant stated that the Vehicle had been “abandoned”, that
27 Defendant obtained title to the Vehicle through the State of Arizona, and that Defendant no
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1 longer possessed the Vehicle and refused to return the Vehicle to Sunlight.

2 13. Upon information and belief, Defendant deliberately failed to comply with
3 A.R.S. § 28-4841 regarding obtaining title to the Vehicle.

4 14. Upon information and belief, the State of Arizona also failed to comply with
5 the provisions of Arizona Law regarding issuing a title to the Vehicle to Defendant.

6 15. On March 14, 2022, counsel for Sunlight sent a demand letter to Defendant
7 demanding return of the Vehicle or information on its whereabouts (“Demand Letter”). A
8 true and correct copy of such letter is attached hereto as Exhibit “C”. Defendant received
9 the Demand Letter via Federal Express service on March 17, 2022. A true and correct copy
10 the Federal Express record of receipt is attached hereto as Exhibit “D”.

11 16. Defendant has failed to respond to the Demand Letter or return the vehicle.

12 17. The value of the Vehicle at the time Defendant accepted possession of the
13 same from Sunlight was \$129,678.

14 **COUNT 1 - CONVERSION**

15 18. The Plaintiffs restate their previous allegations and incorporate them herein
16 by reference.

17 19. The Plaintiffs have ownership of and right of possession to the Vehicle.

18 20. Defendant’s actions have wrongfully deprived the Plaintiffs to the ownership
19 to and possession of the Vehicle.

20 21. Due to said actions by Defendant, the Plaintiffs have been damaged in the
21 amount of \$129,678 plus interest, as of March 2021.

22 **COUNT II – UNJUST ENRICHMENT**

23 22. The Plaintiffs restate their previous allegations and incorporate them herein
24 by reference.

25 23. Defendant has been enriched by taking title to and selling or disposing of the
26 Vehicle for compensation.

27 24. The Plaintiffs have been damaged by being dispossessed of the ownership to
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1 and possession of the Vehicle due to the actions of Defendant.

2 25. Due to said actions by Defendant, Defendant has been unjustly enriched at
3 the expense of the Plaintiffs.

4 26. The Plaintiffs received none of the compensation received by Defendant
5 have been damaged in the amount of \$129,678 plus interest, as of March 2021.

6 **COUNT III – BREACH OF BAILMENT**

7 27. The Plaintiffs restate their previous allegations and incorporate them herein
8 by reference.

9 28. Defendant accepted a bailment of the Vehicle under Arizona law.

10 29. Defendant's failure to return the Vehicle upon demand and, upon information
11 and belief, selling or disposing is a breach of the bailment.

12 30. Due to said breach by Defendant, the Plaintiffs have been damaged in the
13 amount of \$129,678 plus interest, as of March 2021.

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15 **WHEREFORE**, the Plaintiffs request relief from the Court as follows:

- 16 a. An order awarding judgment against Defendant and in favor of Sunlight and
17 MinnWest on all counts jointly in the amount \$129,278.00 as of March 2021;
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19 b. An Order awarding judgement against Defendant and in favor of Sunlight and
20 MinnWest on all counts jointly in the amount of accrued interest, costs and
21 disbursements; and
22 c. Awarding any other such further relief deemed equitable and just.

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1 RESPECTFULLY SUBMITTED this 3rd day of May, 2022.

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3 WILSON ELSEER MOSKOWITZ EDELMAN &
4 DICKER LLP

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